

James S. Monroe (State Bar No. 102328)
MONROE LAW GROUP
101 California Street, Suite 2450
San Francisco, CA 94111
Telephone: (415) 869-1575
Facsimile: (415) 723-7423
Email: jim@monroe-law.com

Attorneys for Debtor

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

In re:

MEDLIENS, INC., a California corporation, dba
CEDAR MANAGEMENT GROUP,

Debtor.

Chapter 11

Case No. 12-53061

**DECLARATION OF JAMES S. MONROE
IN SUPPORT OF EX PARTE
APPLICATION FOR ORDER
AUTHORIZING AND APPROVING
EMPLOYMENT OF COUNSEL**

[No Hearing Required]

I, James S. Monroe, declare as follows:

1. I am an attorney licensed to practice in this State and before this Court and a principal of Monroe Law Group, the proposed counsel for Medliens, Inc., a California corporation, dba Cedar Management Group (the "Debtor"), debtor and debtor in possession in the above-captioned chapter 11 bankruptcy case filed on April 23, 2012 (the "Bankruptcy Case"). I have personal knowledge of the facts set forth in this declaration, and, if called to testify, could and would competently testify thereto. As to those matters stated on information and belief, I believe them to be true.

DECLARATION OF JAMES S. MONROE IN SUPPORT OF EX
PARTE APPLICATION FOR ORDER AUTHORIZING AND
APPROVING EMPLOYMENT OF COUNSEL

1 2. This declaration is made in accordance with Rule 2014(a) of the Federal Rules of
2 Bankruptcy Procedure and submitted in support of the Ex Parte Application for Order Authorizing
3 and Approving Employment of Counsel filed concurrently herewith.

4 3. James S. Monroe has more than 25 years experience in handling Chapter 11
5 bankruptcy proceedings, has significant knowledge and understanding of the Bankruptcy Code, the
6 Federal Rules of Bankruptcy Procedure, and the Local Rules of the United States District Court for
7 the Northern District of California, and specialized skill in bankruptcy matters which will enable
8 Monroe Law Group to provide the Debtor with necessary legal services in the administration of the
9 Bankruptcy Case.

10 4. To the best of my knowledge, information, and belief, Monroe Law Group is
11 disinterested as contemplated in Section 101(14) of the Bankruptcy Code as follows:

12 a. Neither Monroe Law Group nor any of its attorneys or employees is a creditor
13 of the Debtor, except for services provided and expenses incurred for the Debtor in connection with
14 the above-captioned bankruptcy case to date, which are subject to Bankruptcy Court approval;

15 b. Neither Monroe Law Group nor any of its attorneys or employees was ever a
16 director, officer, employee, equity security holder or an insider of the Debtor; and

17 c. Neither Monroe Law Group nor any of its attorneys or employees has any
18 interest materially adverse to the interest of the estate or any class of creditors or equity security
19 holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor,
20 or for any other reason.

21 5. Monroe Law Group has conducted its conflicts and connections review based upon
22 lists of the Debtor's vendors, creditors, employees, members and other parties in interest which the
23 Debtor has provided. Based on this review, to the best of my knowledge, information and belief,
24 Monroe Law Group does not hold or represent an interest adverse to the estate, is disinterested and
25 has no connection with the Debtor, its creditors, or any party in interest (except as set forth below),
26 their respective attorneys and accountants, the United States Trustee, or any person employed in the
27 Office of the United States Trustee.

6. Monroe Law Group received \$4,546.00 from the Debtor on April 21, 2012 in connection with this engagement, \$3,500.00 of which was applied (prior to the commencement of this case) in payment of pre-petition fees and costs incurred for this engagement, and \$1046.00 to the filing fee. No other pre-petition payments were received by Monroe Law Group from or on behalf of the debtor and Monroe Law Group has not represented the Debtor in connection with any other matter.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed this 8th day of May, 2012, at San Francisco, California.

/s/ James S. Monroe
James S. Monroe